



The Villas At Old South  
Property Owners Association, Inc.

## **RULES AND REGULATIONS**

Revised September 2018

The Villas at Old South (the “Community”) operates as an outstanding residential Condominium development. Certain rules and regulations are in place to assist in achieving that result. The Villas at Old South Property Owners Association (the “Association”), through its Board of Directors (the “Board”) and through Schaeffer Properties (the “Management Agent”) will endeavor to render prompt, efficient service and to maintain the Community in a first class manner in accordance with the provisions of the Master Deed and By-Laws of the Property Owners Association.

Each Owner, his or her family, occupants, guests and tenants agree to observe all Rules and Regulations and to assist the Association in keeping this Community an attractive and pleasant place in which to live. Any expense incurred by the Association as a result of a violation of these Rules and Regulations may be assessed against the Owner as additional Common Expense in the form of a Specific Assessment as defined in the Master Deed establishing the Community.

### **1. Entrances, Windows, Patios, Balconies and Storage**

- a. Sidewalks and entry ways shall not be obstructed by Owners or Residents or used for any purpose other than ingress and egress.
- b. Motorcycles, bicycles and other vehicles shall not obstruct the driveways, sidewalks, courts or entry ways.
- c. Lawns and other Common Areas are to be kept clear of furniture, bicycles, toys, trash, etc.
- d. No littering is permitted. No cigarette butts, bottles, drink cans, wrappers or other refuse should be left on the grounds at any time.
- e. No signs, clothing, sheets, towels, etc. shall be hung from the windows, rails or porches or aired or dried in the yard space.
- f. No exterior alterations shall be permitted including but not limited to clotheslines, mailboxes, greenhouses, doghouses, or fencing of any kind.
- g. No plastic or other covering may be placed over the windows on the exterior of the building.
- h. No additional screening will be permitted except screen enclosures for patios or balconies which are to be approved by the Board. Detailed plans and preferred contractor information is available from Schaeffer Properties.
- i. No goods or materials of any kind or description, which are combustible or would increase fire risks shall be taken or placed in storage areas. Storage in such areas or facilities shall be used wholly at the Owners’ or Residents’ risk.
- j. In order to present a pleasant, uniform exterior appearance, all draperies or other window treatments must be lined in white.
- k. Patios and balconies shall not be used for storage of items such as boxes, trash, athletic equipment, indoor furniture or cleaning supplies. It is the Board’s discretion to deem what is appropriate for balconies and patios. All Patio furniture must be patio type furniture. For example, no dining or kitchen tables or chairs, no beach chairs, no folding chairs, no sofas or futons.

- l. Fireworks and firecrackers are not permitted on the property.
- m. No television antenna, radio receiver, or other similar device shall be attached to or installed on any building, except as allowed in the Master Deed. Satellite dishes are allowed only by prior approval and permission from the Management Agent. Owners or Residents shall abide by the Management Agent's restrictions regarding the size and location of the satellite dish.
- n. Only electric grills may be used on the porches and decks. Gas or charcoal grills must be used at least 10' from the buildings and allowed to cool for 24 hours before storing on a deck or porch. They are not allowed to be stored inside a unit.

## **2. Disturbances of Other Residents**

- a. All radios, television sets, electronic equipment, etc. shall be turned down to a level of sound that does not unreasonably disturb other Owners or Residents.
- b. No musical instruments (guitars, drums, saxophones, trumpets, etc.) shall be played in a Unit at any time.
- c. Owners or Residents and their families and guests shall at all times maintain order in the Unit and at all places in the Community, and shall not make or permit any loud or improper noises, or otherwise disturb other Owners and/or Residents.
- d. Automobile stereos must at all times be kept at a reasonable level as determined by Management Agent.
- e. Quiet hours will be in effect from 9:00 PM until 9:00 AM. Please keep the noise level at a minimum during this time - no loud stereos, TVs, electronic equipment, outdoor activities.
- f. Owners or Residents shall use best efforts to avoid having stereo speakers placed directly on the floor or against a wall so as to keep vibrations transmitted from them from disturbing another Owner or Resident in an adjoining Unit.
- g. Owners or Residents shall be responsible and liable for the conduct of their guest(s).
- h. Owners or Residents must maintain safe-driving speeds at all times in the Community and be cautious of pedestrians.

## **3. Unnecessary Damage**

- a. Owners or Residents are responsible, when leaving their Unit, for securing the same: closing all windows, closing all water faucets, turning off all electrical appliances not in use, and locking the Unit's entrance doors, thus avoiding possible damage from water, fire, storms, rain, freezing, vandalism, theft and other causes of damage or loss. Owners or Residents are responsible for maintaining adequate heat in the Unit in winter to prevent water pipes freezing and for maintaining adequate air conditioning in summer to prevent damage from excessive humidity.
- b. Owners are responsible for any damage caused to another unit as a result of, but not limited to, theft, vandalism, fire, bursting or leaking pipes to include the water heater or HVAC condensation lines, flooding, leakage from windows or doors, steam, snow or ice, by or from running water, backing up of drainage pipes, seepage, or the overflow of water or sewage on the property of which Owner's Unit is a part.
- c. The trees, shrubbery and landscaping are a vital and valuable part of the Community and Owners or Residents shall be liable for damages for any mutilation, defacing or destruction thereof, for which they, their family or guests are responsible.
- d. In the event of power outage, the Board strongly recommends the use of flashlights instead of candles.

## **4. Trash**

- a. All trash shall be placed only in the compactor furnished by the Association. Do not deposit garbage or trash in any other area.
- b. Dispose of your garbage and trash regularly as it may attract rodents and insects if left unattended. Owners or Residents are responsible for any related cleaning, to include the removal of trash and debris from any area they might use for an outdoor party.

- c. If the Association finds it necessary to remove your trash, a \$25.00 fee per bag or \$50.00 fee per larger item will be charged and due as a Specific Assessment.
- d. Cardboard moving boxes or similar boxes must be disposed of off-site at a recycling facility or other dumping facility.
- e. Dumping is illegal and subject to fines and penalties by the Association. Anyone placing non-household trash in compactor or any other area is subject to fines of \$500.00 for each offense.

#### **5. Waterbeds**

- a. Owners or Residents shall not have or keep any waterbed in the Unit without prior written permission from the Board.
- b. Owners or Residents shall be liable for any and all damages occurring to the Unit or neighboring Unit resulting from the use of a waterbed.
- c. Owners or Residents must provide evidence of Owner's insurance policy for waterbeds to be permitted.

#### **6. Pets**

- a. Owners or Residents are allowed to keep in the Unit dogs, cats or other normal household pets, not to exceed two (2) pets total. Pets are approved at the Owner's discretion.
- b. No dogs or cats are allowed to run unleashed outside at any time; they must be leashed at all times. Owners or Residents are responsible for cleaning up after their pets. An immediate \$75.00 fine for the first pet violation and a \$150.00 fine for each additional offense will be levied. No warnings for pet violations will be given. Any Tenant who accumulates four or more pet violations will be subject to eviction. Any Resident who is an Owner will be subject to a \$300.00 per occurrence fine.
- c. No pets are allowed at or in the Pool or other recreational areas.
- d. Aquariums over 25 gallons are prohibited without specific permission from the Board.
- e. Pets may not be staked or tied to anything outside in the Community at any time or left unsupervised on a patio/balcony.
- f. Owners or Residents agree to pay for any and all costs incurred in correction or repairing any damage caused by a pet. If a pet causes the Association to incur costs due to damage of common property, the owner of the pet will be responsible for the entire cost. The cost of damages caused by pets will be due as a Specific Assessment.
- g. In no event shall the pet be allowed to constitute a nuisance to other Owners or Residents. This includes but is not limited to excessive barking (either inside or outside the Unit), fighting, problem or vicious dogs, cats on other Owner's patio or balcony, etc.

#### **7. Condominium Insurance**

The Master Insurance Policy for the Association and buildings is for wind and hail, flood, fire, etc. This policy should be considered for use in catastrophic conditions. Owners are responsible for obtaining a contents policy known as an HO6 policy, for damages to personal contents and for personal liability. In accordance with the Association covenants, Owners are responsible for obtaining insurance coverage for loss or damages to any furniture, appliances, plumbing fixtures, furnishings, carpet, floor, ceiling and wall coverings, personal effects and other personal property. Owners are responsible for insurance on personal property or property of other persons including, but not limited to, protection or loss due to or caused by theft, vandalism, bursting or leaking pipes to include the water heater or HVAC condensation lines, by or from fire, windstorm, hurricane, hail, flooding, leakage from windows or doors, steam, snow or ice, by or from running water, backing up of drainage pipes, seepage, or the overflow of water or sewage on the property of which Owner's Unit is a part. Owners can be responsible for the regime insurance deductible. All Owners or Residents are responsible for any damage they cause to another unit.

## **8. Parking/Vehicles**

- a. No (a) abandoned or inoperable vehicles; (b) trailers; (c) mobile homes; (d) motorcycles; (e) motorized bicycles; or (f) motorized go-carts may be parked on any portion of the Community.
- b. The numbers of cars per unit are as follows:
  - 1 Bedroom: 2 cars per unit
  - 2 Bedroom: 2 cars per unit
  - 3 Bedroom: 2 cars per unit
- c. All vehicles will be parked within the Community's parking area's designated spaces.
- d. There will be no storage or parking of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), camper, motorized camper or trailer, motorcycle, motorized bicycle, motorized go-cart, or any other form of transportation other than cars and pickup trucks.
- e. All vehicles must be registered with Management Agent before they are parked on site. Any vehicle without a valid parking decal may subject to immediate towing (after the 24-hour tow notice is given) and/or \$100 per day fine if found on the property again.
- f. A vehicle is considered to be abandoned if it lacks current license plates, registration, insurance, or valid parking decal or has not been driven on a public street at least once within a 30-day period. Absolutely no commercial vehicles are allowed to park in the parking lot overnight.
- g. Owners who are only part-time residents and leave their vehicles in parking spaces must have their vehicles currently registered with a parking decal visible in the driver's side rear window and have notified the Management Agent of their plan including the time frame along with their vehicle's description and license plate number.
- h. Owners' or Residents' vehicles are not allowed to have any commercial signage or FOR SALE signs posted on the vehicle at any time.
- i. No parking on the grass is permitted. Any vehicle parked on the grass will be subject to immediate towing.
- j. Parking passes are given for guests of Owners and Residents. Passes are for short visits, Long Term Passes are for regular visitors and not intended as substitutes for parking decals.

## **9. Tenant Compliance**

Tenants of the Owner are required to comply with the Rules and Regulations and Master Deed. Such requirement shall be set forth in all leases between the Owner and his tenants.

## **10. Failure of Management To Take Action**

Failure of the Association, through its Management Agent, to insist upon strict compliance with these Rules and Regulations shall not constitute a waiver of any violation or a waiver of Association's right to insist upon strict compliance with the terms of the Rules and Regulations.

## **11. Communications with Management**

Owner agrees to handle his communications and conduct with the Association, including but not limited to, the Property Manager, on-site staff, maintenance personnel, independent contractors and vendors hired by Association, and with all other Owners, occupants, or guests or invitees, in a lawful, courteous and reasonable manner. Owner shall not engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression, directed at the Association, its agents, employees or vendors, or directed at any other Owner, occupant, guest, invitee, or any other person. Owners are not allowed to approach Vendors and Independent Contractors about their work for the Association. Production and/or distribution of negative publicity are strictly prohibited by Owners or Residents. If requested to leave the Association office, Owner or Resident agrees to do so promptly and conduct all further business in writing.

## **12. Management's Permission or Consent**

If any provision of these Rules and Regulations requires the written permission or consent of the Association as a condition to any act of Owner, such written permission or consent may be granted or withheld in the sole discretion of the Association and may contain such condition as the Association deems appropriate and shall be effective only so long as Owner complies with such conditions. Moreover, any written permission or consent given by the Association to Owner may be modified, revoked, or withdrawn by the Association at any time, at the Association's sole discretion, upon written notice to Owner.

## **13. Future Changes**

These Rules and Regulations are subject to change from time to time as set forth in the Master Deed. The Board shall have the right and power to enforce the Rules and Regulations then in effect and make final decisions regarding violations and disputes concerning them. The Board may make changes in the Rules and Regulations by means of additions and deletions from time to time. Those changes will take effect immediately upon posting of the new Rules and Regulations on the office door or by delivering them to the Owners/Residents.

## **14. Rental Of Condominiums**

- a. Each Homeowner and/or Resident shall only be permitted to have two (2) people occupying each bedroom per unit. No more than one person who is not related to the other residents shall be allowed to occupy the Condominium.
- b. A copy of the executed lease must be provided to the Regime Management one week prior to occupancy by the Tenant or a fine will be implemented.
- c. All Tenants must read and sign a copy of the Rules and Regulations.
- d. All Tenants must register their cars with Management and obtain a parking decal to be displayed in the vehicle.
- e. Each Owner has the responsibility of causing the lessee and other occupants of his Condominium to comply with and abide by all such provisions, and failure to do so may, at the sole discretion of the Board, be the basis for the imposition of a charge or fine up to \$500.00 for each such occurrence against the Condominium Owner. The minimum rental period shall be 12 months. Only Old South Owners shall rent/lease their individual condominium. Absolutely no subleasing will be permitted.

## **15. Villas at Old South Pool Rules & Regulations**

Pool privileges and use of other amenities are for Owners in good standing with The Villas at Old South Property Owners Association. Delinquent Owners, their Residents, guests, etc. are prohibited from use of all amenities and will be suspended for non-payment of regime fees and assessments. Individuals in non-compliance will be asked to leave the area. Any violations of this rule will result in a \$100 fine.

- a. Use of the pool facilities at any time is at the swimmer's own risk.
- b. Pool hours are between the hours of 9:00 a.m. and 9:00 p.m. Swimming is permitted only during open hours of the pool.
- c. Open Alcoholic Beverages are prohibited in the pool area except during organized activities sponsored by VOS POA.
- d. Children under sixteen (16) years of age are permitted to use the pool facilities only if accompanied by and supervised by an adult.
- e. Showers are required prior to entering the pool to remove all suntan oils, lotions, and sand.
- f. Glass objects, drinking glasses, and sharp objects are not permitted in the pool area.
- g. All swimmers must wear swimming attire. Cut-off jeans and Bermuda shorts are not considered appropriate swimwear.
- h. Children wearing diapers are not permitted in the pool, although swimwear diapers are permitted ( e.g. Pampers Splashers, Huggies Little Swimmers).

- i. Running, ball playing, and noisy or hazardous activity is not permitted in the pool area. Pushing, dunking, and dangerous games are not permitted.
- j. Snorkeling equipment, other than a mask, may not be used in the pool area except as part of an organized course of instruction when approved in advance by the Board.
- k. iPods, radios and the like may only be used with earphones.
- l. Owner or Tenant of Owner is responsible for the actions of guests and must accompany them while they are using the pool. The cost of property damage, which might result from Owner, Resident, or their guests will be charged to the Owner and is due as a Specific Assessment.
- m. No Pets are allowed at or around the pool at any time.

### **Fine Structure for Rule Infractions**

- a. **Rule Infractions Not Involving The Police Department or Security:**
  - 1st Time** for breaking a rule will result in a warning letter to Owner and/or Tenant from management.
  - 2nd Time** for breaking a rule will result in a letter being sent to Owner and/or Tenant with a fine of \$100.00.
  - 3rd Time** for breaking a rule will result in a letter being sent to Owner and/or Tenant with a fine of \$200 and a warning regarding possible eviction if the resident does not own the unit.
  - 4th Time** for breaking a rule will result in a letter being sent to Owner and/or Tenant with a fine of \$300.00 and a 30-day eviction notice if the resident does not own the unit. If the tenant is not evicted by the date in the letter written by management to the Owner, the Owner will receive a fine of \$100 per day the tenant still resides in the unit.
- b. **Rule Infractions That Involve the Police Department or Security:**
  - 1st Time** for breaking a rule that involves the Police Department a warning letter will be sent to the Owner and/or Tenant
  - 2nd Time** for breaking a rule that involves the Police Department a letter will be sent to the Owner and/or Tenant with a \$250 fine. If the Resident does not own the unit, a warning eviction letter will be sent to the Owner stating that the next time the Police are called out to the property involving their Tenant, we will ask that the Tenant be evicted.
  - 3rd Time** for breaking a rule that involves the Police Department a letter will be sent to the Owner and/or Tenant along with a \$500 fine. If the Resident does not own the unit, the Owner will be asked to evict the Tenant within 30 days. If the Tenant is not evicted by the date in the letter written by management to the Owner, the Owner will receive a fine of \$100 per day the tenant still resides in their unit.

**These Rules and Regulations are a part of the Master Deed and each Owner and/or Tenant is obligated to observe them. Capitalized terms used herein shall have the same meaning as set forth in the Master Deed and/or the By-Laws, unless otherwise defined herein.**

**These rules and fines become effective on the month and the year written above and will remain in force until amended or repealed by the Board. All terms used herein shall have the same meaning ascribed to such term(s) by the Association Bylaws and Master Deed. The Management Company for The Villas at Old South is Schaeffer Properties. Schaeffer Properties has full authority to enforce these rules, regulations and impose fines according to the attached schedule.**

**The Board of Directors and the Management Agent has full authority to enforce these Rules and Regulations and any infractions may be reported to the Board or the Management Agent by the Owners, their Guests, or Tenants in writing.**